

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 10th day of January, 1974, between
 HENRY E. B. KORNHANN and JESSIE D. KORNHANN, hereinafter called the "seller" and
 husband and wife,
 H. ROBERT COLE and HELEN R. COLE, hereinafter called the "purchaser,"
 husband and wife,

WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the
 seller the following described real estate with the appurtenances, situate in Skamania County,
 Washington:

All that portion of the East Half of the Northeast Quarter (E $\frac{1}{2}$ NE $\frac{1}{4}$) of
 Section 15, Township 2 North, Range 5 E. W. M., lying easterly of the
 center of the channel of the Washougal River; EXCEPT that portion thereof
 platted as Lots 1, 2, 3, 4, 5, 6 and 7 of WHISPERING HILLS RIVER ESTATES
 according to the official plat thereof on file and of record at page 130
 of Book A of Plats, Records of Skamania County, Washington.

Free of incumbrances, except. Right of way for County Road and restrictive covenants of record.

On the following terms and conditions: The purchase price is Thirty Thousand and no/100 -
 (\$ 30,000.00) dollars, of which
 Five Thousand and no/100 - (\$ 5,000.00) dollars
 has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said
 purchase price as follows:

The purchasers agree to pay the remaining balance of the purchase price
 in the sum of Twenty-five Thousand and no/100 (\$25,000.00) Dollars in
 annual installments of Five Thousand and no/100 (\$5,000.00) Dollars, or
 more, commencing on the 10th day of January, 1975, and on the 10th day
 of each January thereafter until the full amount of the purchase price
 shall have been paid. The unpaid purchase price shall bear interest at
 the rate of seven per cent (7%) per annum payable annually on the afore-
 said installment dates. Sellers agree to release by deed any portion of
 said premises sold by purchasers on payment to the sellers of fifty per-
 cent (50%) of the gross proceeds of such sale; provided, however, that
 sellers shall not be required to release by deed any parcel or tract sold
 by purchasers at less than current market price.

No. 2333
 TRANSACTION EXCISE TAX

FEB 8 1974

Amount Paid \$5,000.00

James D. Samill
 Skamania County Treasurer

The purchaser may enter into possession January 10, 1974.

The property has been carefully inspected by the purchaser, and no agreements or representations per-
 taining thereto, or to this transaction, have been made, save such as are stated herein.

The purchaser agrees: to pay before delinquency all taxes and assessments assumed by him, if any, and
 any which may, as between grantor and grantee, hereafter become a lien on the premises; not to permit waste,
 and not to use the premises for any illegal purpose. If the purchaser shall fail to pay before delinquency any
 such taxes or assessments, the seller may pay them, and the amounts so paid shall be deemed part of the
 purchase price and be payable forthwith with interest at the rate of ten per cent per annum until paid, without
 prejudice to any other right of the seller by reason of such failure.

The purchaser assumes all risk of the taking of any part of the property for a public use, and agrees that
 any such taking shall not constitute a failure of consideration, but all moneys received by the seller by reason
 thereof shall be applied as a payment on account of the purchase price, less any sums which the seller may be
 required to expend in procuring such moneys.

If seller's title to said real estate is subject to an existing contract or contracts under which seller
 is purchasing said real estate, or any mortgage or other obligation, which seller is to pay, seller agrees to
 make such payments in accordance with the terms thereof, and upon default, the purchaser shall have
 the right to make any payments necessary to remove the default, and any payments so made shall be
 applied to the payments next falling due the seller under this contract.

The seller agrees, upon full compliance by the purchaser with his agreements herein, to execute and

deliver to the purchaser a warranty deed to the property, excepting any part which may have been condemned, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

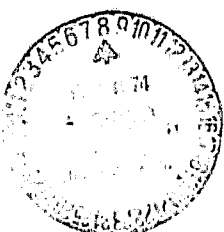
The seller agrees to furnish a Transamerica Title Insurance Company standard form purchaser's title policy when the purchaser shall have paid the purchase price, free from incumbrances except any which are assumed by the purchaser or as to which the conveyance hereunder is not to be subject.

Time is of the essence hereof, and in the event the purchaser shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the seller may elect to declare all of the purchaser's rights hereunder terminated. Upon the termination of the purchaser's rights, all payments made hereunder, and all improvements placed upon the premises shall be forfeited to the seller as liquidated damages, and the seller shall have the right to re-enter and take possession of the property; and if the seller after such forfeiture shall commence an action to procure an adjudication of the termination of the purchaser's rights hereunder, the purchaser agrees to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

In Witness Whereof the parties have signed and sealed this contract the day and year first above written.

Henry E. B. Kornmann (Seal)
Jessie D. Kornmann (Seal)
Robert Cole (Seal)
Robert Cole (Seal)



STATE OF WASHINGTON,

County of King

On this day personally appeared before me HENRY E. B. KORNMANN and JESSIE D. KORNMANN, husband and wife, to me known to be the individual s described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

day of January, 1974

Notary Public in and for the State of Washington,
 residing at 1615 5th

77082

Transamerica Title Insurance Co



A Service of
 Transamerica Corporation

Filed for Record at Request of

Name.....
 Address.....
 City and State.....

REGISTERED	<input checked="" type="checkbox"/>
INDEXED, DIRECT	<input checked="" type="checkbox"/>
INDEXED, INDIRECT	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input checked="" type="checkbox"/>
MAILED	<input checked="" type="checkbox"/>

THIS SPACE AVAILABLE FOR ORDER'S USE.	
COUNTY OF SEAVANAH	
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENTS OF RECORD WERE FILED BY	
OF	<u>W. J. Johnson</u>
AT	<u>12:10 P. Feb 8, 1974</u>
WAS RECORDED IN BOOK	<u>66</u>
OF	<u>Deed</u> AT PAGE <u>263</u>
RECORDS OF SEAVANAH COUNTY, VA.	
<u>E. W. Jackson</u>	
COUNTY CLERK	